

JS-6

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

ARGONAUT INSURANCE  
COMPANY, an Illinois corporation,

Plaintiff,

v.

ELITE HOME MEDICAL &  
RESPIRATORY, INC., a California  
corporation, and STEVE R.  
WHITFORD, an individual,

Defendants.

Case No. SACV11-1445-JVS (MLGx)

**FINAL JUDGMENT**

ELITE HOME MEDICAL &  
RESPIRATORY, INC., a California  
corporation and STEVE R.  
WHITFORD, an individual,

Counterclaimants,

v.

ARGONAUT INSURANCE  
COMPANY, an Illinois corporation,

Counterdefendant.

1 Pursuant to the Order Granting Plaintiff's Motion for Summary Judgment,  
2 filed November 5, 2012, the court enters the following final judgment:

3  
4 After fully considering all papers on file herein, including the papers filed by  
5 the parties in support of and in opposition to said motion, and oral argument by the  
6 counsel for the parties and having been fully advised as to all relevant facts,  
7 arguments and contentions, the Honorable James V. Selna, United States District  
8 Court Judge, entered an Order Granting Plaintiff's Motion for Summary Judgment,  
9 filed November 5, 2012, finding that there is no genuine issue to any material fact,  
10 and that Plaintiff and Counterdefendant Argonaut Insurance Company  
11 ("Argonaut") is entitled to summary judgment as a matter of law.

12  
13 Based thereon, it is ORDERED, ADJUDGED AND DECREED that  
14 judgment shall be entered in favor of Argonaut and against Defendants and  
15 Counterclaimants Elite Home Medical & Respiratory, Inc. ("Elite") and Steve R.  
16 Whitford ("Whitford"), as follows:

17  
18 1. Judgment shall be and hereby is entered in favor of Argonaut as to all  
19 claims for relief in the Complaint against Elite and Whitford, and each of them;

20  
21 2. Judgment shall be and hereby is entered in favor of Argonaut as to all  
22 claims for relief set forth in the Counterclaim of Elite and Whitford, which are  
23 dismissed with prejudice in their entirety;

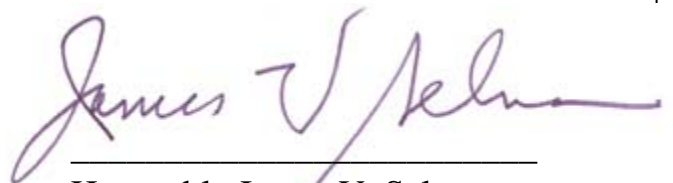
24  
25 3. That Argonaut has no duty to defend or indemnify Elite or Whitford  
26 with respect to the claims asserted against them in five employment actions filed in  
27 Orange County Superior Court, *Figueroa v. Elite Home Medical & Respiratory,*  
28 *Inc., et al.*, Case No. 30-2011-00462139; *Dubyak v. Elite Home Medical &*

1 *Respiratory, Inc., et al.*, Case No. 30-2011-00473653; *Gibbs v. Elite Home*  
2 *Medical & Respiratory, Inc., et al.*, Case No. 30-2011-00481012; *Benford v. Elite*  
3 *Home Medical & Respiratory, Inc., et al.*, Case No. 30-2011-00488356; and  
4 *Velazco v. Elite Home Medical & Respiratory, Inc., et al.*, Case No. 30-2011-  
5 00497220 (collectively, the “Employment Actions”) pursuant to the Employment  
6 Practices Liability Insurance Policy No. EP336 609 issued by Argonaut to Elite,  
7 effective April 28, 2010 to April 28, 2011, and a renewal policy issued by  
8 Argonaut to Elite, effective April 28, 2011 to April 28, 2012 (collectively, the  
9 “Policy”); that Argonaut has no obligation, under the Policy or otherwise, to  
10 reimburse Elite or Whitford for any costs of defense incurred by them or their  
11 counsel for their defense in the Employment Actions; and that the Policy is now  
12 void.

13  
14 4. Argonaut is to recover its costs of suit incurred herein.

15  
16 5. There being no just reason to delay the entry of this judgment, this  
17 judgment is final and the Clerk is directed to enter this final judgment forthwith  
18 pursuant to Fed. R. Civ. P. 58.

19  
20 DATED: November 13, 2012



Honorable James V. Selna  
United States District Judge